

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re MICHELLE R DRISCOLL,

Case No. 1-24-BK-12321

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Flowering Peach BK LLC

Name of Transferee

UPSTART NETWORK, INC

Name of Transferor

Name and Address where notices to transferee should be sent: Flowering Peach BK LLC

PO BOX 141419

Irving Tx 75014-1419

Court Claim # (if known): 1

Amount of Claim: 13,833.37

Date Claim Filed: _____

Phone: (866) 831-5954

Last Four Digits of Acct #: 4865

Phone: _____

Last Four Digits of Acct. #: 4865

Name and Address where transferee payments should be sent (if different from above):

PERITUS PORTFOLIO SERVICES II,

PO BOX 141419

Irving, Tx 75014-1419

Phone: (866) 831-5954

Last Four Digits of Acct #: 4865

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Steve Hornbeck

Transferee/Transferee's Agent

Date: 4/16/2024

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Limited Power of Attorney in Connection with Accounts in Bankruptcy Proceedings

1. **Designation.** Flowering Peach BK, LLC, a Delaware Limited Liability Company (the “Principal”), with its principal place of business at 9121 Jacobia Ave SE, Snoqualmie, WA, 98065, by and through Bryan Waters, its Officer, hereby designates Peritus Portfolio Services II, LLC, a Delaware limited liability Company, with its offices at 433 E. Las Colinas Blvd., Irving, TX 75039 as its attorney-in-fact for the Principal for the limited purposes and subject to the terms and duration herein set forth herein (the “Attorney-in-Fact”).

2. **Effective Date; Duration.** This limited power of attorney shall become effective upon execution by the Principal, to remain effective for the limited purposes set forth below until the duration of said limited power of attorney expires.

3. **Powers.** The Attorney-in-Fact shall have the power to act in the place and stead of the Principal, solely for the following purposes:

(a) In connection with any bankruptcy proceedings under Chapter 7, 11, 12, or 13 of the U.S. Bankruptcy Code involving Bankruptcy Receivables and other assets subject to the Asset Servicing Agreement dated February 12, 2024 between Principal and Attorney-in-Fact (the “Asset Servicing Agreement”), filing in the applicable U.S. bankruptcy courts, and amending and withdrawing, proofs of claim on behalf of the Principal, and prosecuting, defending and settling any such claim in the relevant proceedings, in each case pursuant to the authority conferred upon the Attorney-in-Fact under the Asset Servicing Agreement and subject to the terms and conditions set forth therein; and

(b) Sign, seal execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever that may be necessary and proper to be done in or about the exercise of the power and authority granted to the Attorney-in-Fact pursuant to Section 3(a) herein as fully to all intents and purposes as the Principal might or could do if personally present through a designated representative.

4. **Termination.** This power of attorney shall automatically terminate on the date on which the Asset Servicing Agreement expires or is terminated and may be terminated at any time by the Principal upon five (5) days prior written notice to the Attorney-in-Fact.


5. **Exercise of Powers.** Attorney-in-Fact shall exercise the foregoing powers in the name of the Principal as the Principal’s attorney-in-fact and not in its own name.

6. **Accounting.** Upon request of the Principal, the Attorney-in-Fact shall account for all actions taken by the Attorney-in-Fact for or on behalf of the Principal.

7. **Reliance.** The Attorney-in-Fact and all persons dealing with the Attorney-in-Fact shall be entitled to rely upon this limited power of attorney so long as neither the Attorney-in-Fact, nor any person with whom the Attorney-in-Fact was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or written notice of the termination of this limited power of attorney by revocation or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the Principal and any assigns or transferee of the Principal.

DATED effective as of **February 12, 2024**.

**Flowering Peach BK,
LLC**

DocuSigned by:

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By: Bryan Waters

Its: Officer

Peritus Portfolio

Services LLC

Signed by:

Gary Perdue

By:

Gary Perdue

Its:

President

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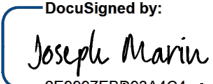
BILL OF SALE AND ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, Upstart Network, Inc. (“Initial Seller” and “Servicer”), for good and valuable consideration, and in its capacity as Servicer, the receipt of which is hereby acknowledged, does by these presents, assign, sell, transfer, convey, and set over to Flowering Peach BK, LLC (“Buyer”), its successors and assigns, all rights, title and interest in and to certain receivables (the “Accounts”) and documents related thereto. Such Accounts are defined and described in the associated Asset Schedule and referred to as the Accounts in the Amended and Restated Purchase and Sale Agreement between Seller and Buyer (as defined therein) dated as of July 1, 2022, as last amended by that certain First Amendment to Amended and Restated Purchase and Sale Agreement, dated as of January 29, 2024.

This Assignment is made without recourse or warranty except as otherwise provided in the above-referenced Amended and Restated Purchase and Sale Agreement executed by Servicer, Seller and Buyer (as defined therein) with regard to the Accounts and other rights, privileges and documentation referred to herein.

Dated this 29th day of March 2024

SERVICER:

DocuSigned by:

By: _____
Name: Joseph Marin
Title: Legal Counsel - Capital Markets